

**FOR COUNTY USE ONLY**

E	<input checked="" type="checkbox"/>	New	Vendor Code				Dept.		Contract Number		
M	<input type="checkbox"/>	Change					<b>MLH</b>				
X	<input type="checkbox"/>	Cancel									
County Department						Dept.		Orgn.		Contractor's License No.	
<b>Behavioral Health</b>						<b>MLH</b>		<b>MLH</b>			
County Department Contract Representative						Ph. Ext.		Amount of Contract			
<b>Claudia Rozzi</b>						<b>(909) 387-7170</b>		<b>\$</b>			
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number				
<b>AAA</b>	<b>MLH</b>	<b>MLH</b>	<b>100</b>	<b>1345</b>							
Commodity Code				Estimated Payment Total by Fiscal Year							
				FY	Amount	I/D	FY	Amount	I/D		
Project Name											
<b>PSYCHIATRIC</b>											
<b>SERVICES</b>											

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

**Louis F. Glatch, M.D.**

hereinafter called **Contractor**

Address

**5135 Altoona Lane**

**Irvine, CA 92612**

Phone

**Position #27114**

Birth Date

**Class #27159**

Federal ID No. or Social Security No.

**725-14-8044**

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WITNESSETH:**

**WHEREAS**, the County in carrying out the operation of the Department of Behavioral Health, hereinafter referred to as "Department", requires the services of specialized medical fields to perform medical work in the Department; and

**WHEREAS**, the Contractor will provide psychiatric services in accordance with the requirements of Title 9 of the California Code of Regulations; and

**WHEREAS**, the mental health services provided by the Department of Behavioral Health will be enhanced and improved by the services of the Contractor;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions, the parties hereto agree as follows:

## I GENERAL

- A. Contractor shall be licensed as a physician and surgeon in the State of California and shall have completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association or the American Osteopathic Association.
- B. Contractor shall maintain active membership on the medical staff, being elected in the manner of other members of the staff and subject to the constitution and bylaws of the medical staff.

## II DUTIES OF CONTRACTOR - REGULAR SERVICE

Contractor shall perform the following services, Monday through Friday, at those places and as scheduled by the Deputy Director of Medical Services:

- A. Contractor shall perform medical work in the specialized field of psychiatry as required for patients of the Department.
- B. Contractor shall provide consultation for other medical services.
- C. Contractor shall examine, diagnose, and prescribe treatment for patients and review the care prescribed by staff physicians, resident physicians, and interns.
- D. Contractor shall consult with staff physicians and paramedical disciplines regarding care of patients including, but not limited to, medical and diagnostic work performed.
- E. Contractor shall direct and participate in the development of new techniques.
- F. Contractor shall participate in the maintenance of records and charts and the compilation and preparation of reports.
- G. Contractor shall comply with all applicable provisions of Division 5 of the Welfare and Institutions Code.

- H. The responsibilities and duties of the Contractor shall include any appearances in any legal proceedings on behalf of the Department and/or County of San Bernardino, where the need for such appearances arises out of the Contractor's work under this contract, without additional compensation therefor.
- I. Contractor shall provide notice of absence to the Deputy Director of Medical Services or the Deputy Director's designee, whenever possible, prior to the time of absence, including the requested period of absence.
- J. Contractor shall participate on official Department committees and will attend official Department meetings as required by the Deputy Director of Medical Services.

### III DUTIES OF CONTRACTOR - EMERGENCY SERVICES

- A. Contractor shall perform the following services on Saturday, Sunday and holidays for 24 hours during a two-day period, consisting of two twelve-hour shifts between the hours of 8 a.m. and 8 p.m. and 8 p.m. and 8 a.m.; and Monday through Friday between the hours of 8 p.m. and 8 a.m. at those places and as scheduled by the Deputy Director of Medical Services:
  - 1. Contractor shall perform services set forth in Section II, A.-H. above, and shall comply with Section II, I. and J. above.
  - 2. Contractor shall be physically present at the Department at all times when scheduled to perform services described in this section.
- B. Contractor shall perform an eight-hour shift on Saturday, Sunday and holidays between the hours of 8 a.m. and 5 p.m., as directed by the Deputy Director of Medical Services. Contractor's duties shall include those set forth in Section II above, and any other duties delineated by the Deputy Director of Medical Services.

### IV COMPENSATION AND METHOD OF PAYMENT

- A. For the performance by Contractor of services listed in Section II of this agreement, the County will pay Seventy Seven Dollars and Ninety Cents (\$77.90) per hour.
- B. For the performance by Contractor of services listed in Section III of this agreement,

the County will pay None per hour.

- C. The hourly salary rate(s) specified in Paragraphs A and/or B above, shall be adjusted and Contractor shall receive across the board salary increases in the same manner and at the same time as general employees of the County.
- D. Schedule A, attached to this agreement, provides an annual maximum number of hours to be worked and estimated costs associated with services described in Section II and Section III of this agreement. The parties hereto agree that Schedule A is required by the State of California as a general guideline covering the costs and services associated with this contract.
- E. Contractor shall be paid biweekly for hours actually worked according to the procedures established by County's Auditor Controller.
- F. Contractor shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Contractor shall contribute 5% of the Contractor's gross earnings, and County shall contribute 2.5% of Contractor's gross earnings. Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by the Human Resources Division Chief - Employee Benefits/Transactions. For the purpose of this agreement, Contractor shall not be entitled to participate in County's Retirement Program.
- G. County shall reimburse Contractor for all approved out-of-pocket expenses incurred as part of all necessary travel undertaken in performance of services under this agreement. Allowable expenses, as approved by the County's Director of Behavioral Health, shall include meals, lodging, taxi fare, air fare, car rental, use of private auto when performing services under this agreement, registration fees, parking, tips, and other miscellaneous expenses. Said reimbursement shall be processed in accordance with procedures established by the County Auditor/Controller for general County employees.
- H. County Malpractice shall extend to all services performed at the Department by Contractor under this agreement.

- I. Contractor shall be covered by County's workers' compensation insurance for all hours actually worked under this contract.
- J. This agreement provides for the full compensation to Contractor for services required hereunder.

#### V DURATION AND TERMINATION

- A. The term of this agreement shall commence on March 15, 1999 and, except as provided in subparagraphs B., C., and D. of this Article V, shall terminate on June 30, 1999.
- B. Either the Contractor or the Director may terminate this agreement for any reason or no reason at any time by serving fourteen (14) days written notice upon the other party.
- C. This agreement may be terminated at any time and without fourteen (14) days notice by mutual agreement of both the Contractor and the Director.
- D. The Director may terminate this agreement immediately upon serving notice to the Contractor if the Contractor is found not to be in compliance with Section I, Paragraph A, of this agreement or if it is determined by the Director that the Contractor has engaged in personal or professional misconduct.

#### VI SUPERVISION AND EVALUATION

- A. The Contractor shall be under the professional supervision of the Deputy Director of Medical Services, and under the administrative supervision of the Deputy Director of Medical Services or his designee.
- B. The Deputy Director of Medical Services may periodically evaluate the services of the Contractor.

## VII SPECIAL PROVISIONS

- A. The Department shall furnish at its own expense such space, equipment, supplies, and services as are reasonably necessary for the proper operation of the Department. The Department shall provide services, including nursing, secretarial, personnel, administration, accounting, data processing, where such services are required by the Contractor for the proper operation of the Department.
- B. All residents, all nonphysician personnel, and all medical and nonmedical personnel required for the proper operation of the Department shall be employed by the Department. The selection and retention of such personnel shall be according to County Personnel policies and rules.
- C. This contract does not preclude the Contractor from treating private patients outside of the Department's premises, provided the Contractor does not allow private patients to interfere with the orderly and prompt treatment of the Department's patients. Contractor will be allowed to see only the Department's patients on the Department's premises.
- D. Nothing contained in this agreement shall be construed to permit assignment by the Contractor of any rights or duties hereunder, and such assignment is expressly prohibited without the written consent of the County.
- E. As a condition of employment with the County, the Contractor does hereby agree to uphold the conflict of interest policy of San Bernardino County which is stated under Rule I, Section 8 of the San Bernardino County Personnel Rules, Conflict of Interest, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do

not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable to County employment.

- F. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Agreement. In order for the Contractor to use any County-owned vehicle during the performance of this Agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.

In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- (a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- (b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- (c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement.

## VIII CONCLUSION

- A. This agreement, consisting of eight (8) pages and Schedule A, is the full and complete document describing services to be rendered by the Contractor to the County, including all covenants, conditions, and benefits.
- B. This agreement supersedes any and all agreements that may exist between the Contractor and the County.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has subscribed to this agreement, the day, month, and year first above written.

dlr \\DBH-OPUS\CONTRACT\FY9899\Employees\CONGlatch.DOC

COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
Chairman, Board of Supervisors

Dated \_\_\_\_\_

\_\_\_\_\_  
(State if corporation, company, etc.)

By \_\_\_\_\_  
(Authorized Signature)

Dated \_\_\_\_\_

Titl  
e \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Approved as to Legal Form

\_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed as to Affirmative Action

\_\_\_\_\_  
Date \_\_\_\_\_

Date \_\_\_\_\_

Reviewed for Processing

\_\_\_\_\_  
Agency Administrator/CAO

Date \_\_\_\_\_



GLATCH, LOUIS, M.D.

March 15,

**SCHEDULE A**  
Physician/Psychiatry Services  
San Bernardino County  
Department of Behavioral Health

	Regular Service	Emergency Service	
GROSS COST	\$109,683		
REVENUE			
NET COST*	\$109,683		
ESTIMATED UNITS OF SERVICE** (HOURS WORKED)	1408		
RATE PER UNIT	\$77.90		

\* Total net cost for regular service and emergency services not to exceed maximum contract amount.

\*\* Actual hours worked in each category of service at the discretion of the Deputy Director, Medical Services. Actual hours worked shall not exceed the total units of service.